

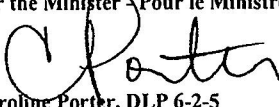


National Defence

Défense nationale

s.24(1)

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2**DND CONTRACTING  
AUTHORITY/AUTORITÉ  
CONTRACTANTE DU MDN**National Defence Headquarters  
101 Colonel By Drive  
Ottawa ON  
K1A 0K2  
Attn: Caroline Porter, DLP 6-2-5  
Caroline.Porter@forces.gc.ca  
(613) 945-2790 (phone/téléphone)  
(613) 990-5005 (fax)

Title/Titre:		Contract No. - N° du contrat	
Miscellaneous Training Support		W6399-16-HD85	
Date of Contract - Date du contrat			
13 Jan 2016			
Reference No. (optional) - N° de référence (facultatif)		Quotation No. - N° de Quotation	
28743 / W6399-16-HD85		315-001597 d/ 2 Dec 2015	
Financial Code(s) - Code(s) financier(s)			
Fund L101, GL 4317, IO 11309860			
Destination			
SEE ANNEX A on page 2.			
Invoices - Original must be completed and sent to: Factures - La facture originale doit être remplie et envoyée à :			
SEE ANNEX A on page 2.			
Address inquiries to: - Adresser toute demande de renseignements à :			
National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Caroline Porter, DLP 6-2-5			
Telephone No. - N° de téléphone		FAX No - N° de fax	
(613) 945-2790		(613) 990-5005	
Total cost (including all applicable duty, GST/HST, shipping and excise taxes) Coût total (droits, TPS/TVH, frais de livraison et taxes d'accise comprises)			Currency USD
For the Minister - Pour le Ministre			
 Caroline Porter, DLP 6-2-5			

**CONTRACT - CONTRAT**Canada accepts your bid to provide to  
Canada the goods, services or both described in  
the Contract in accordance with the conditions  
and at the prices set out in the Contract.Le Canada accepte votre soumission portant sur  
la fourniture au Canada des biens, des services  
ou des deux décrits dans le contrat  
conformément aux conditions et aux prix prévus  
au contrat.**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**Vendor Code:  
Company Name: Academi Training Center LLC  
Address: P.O. Box 1029  
Moyock NC 27958

Contact Information: See section 5.4

**ANNEX A  
REQUIREMENT**

**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Department of National Defence with ammunition and training support.

**2. DELIVERABLES**

Item	Description	Destination	Quantity	Unit of Issue	Unit Price	Total
1	Miscellaneous support for training to be conducted from 24 February through 2 March 2016 (refer to call-up 5500014734).  Ammunition and various training support as detailed in Sales Order 315-001597 dated 2 Dec 2015.  To be delivered at vendor's facility.  Total represents the maximum value in USD.	Moyock	1	Lot		
				Subtotal		
				GST/QST		0.00
				Total (GST/QST Included)		

## CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under Annex A on page 2.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada. For the purposes of this Contract, the term 'The Minister' shall be taken to mean The Minister of National Defence.

#### 3.1 General Conditions

2030 (2014-06-26) General Conditions – Higher Complexity (Goods) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be delivered during the training to be conducted from 24 February through 2 March 2016.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Porter

Title: Contracting Officer

Department of National Defence (DND)

101 Colonel By Dr

Ottawa, On

K1A 0K2

Attention: DLP 6-2-5

Telephone: 613-945-2790

Facsimile: 613-990-5005

E-mail: [Caroline.Porter@forces.gc.ca](mailto:Caroline.Porter@forces.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Technical Authority

The Technical Authority for the Contract is:

Name:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Procurement Authority**

The Procurement Authority for the Contract is:

Name: Caroline Porter

Title: Contracting Officer

Department of National Defence (DND)

101 Colonel By Dr

Ottawa, On

K1A 0K2

Attention: DLP 6-2-5

Telephone: 613-945-2790

Facsimile: 613-990-5005

E-mail: Caroline.Porter@forces.gc.ca

The Procurement Authority is the representative of the Department of National Defence for whom the work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.4 Contractor's Representative**

Name: Eric Keller

Address: P.O. Box 1029, Moyock NC 27958

Telephone: 252-435-1824

E-mail



## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the maximum value of Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price applies to and forms part of this Contract.

### **6.3 Single Payments**

H1000C – Single Payments 2008-05-12 applies to and forms part of this contract

## **7. Invoicing Instructions**

Invoices cannot be submitted until all work identified in the invoice is completed.

### **7.1 Invoice Submission**

Each invoice must be supported by:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters  
MGen George R. Pearkes Bldg  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: DLP 6-2-5 C. Porter (613) 945-2790

- b. One (1) copy must be forwarded to the Procurement Authority identified under the section 5.3 of the Contract.

## **8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **9. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

## **10. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).


**11. Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) DND Contract;
- (b) 2030 (2014-06-26) General Conditions – Higher Complexity (Goods);
- (c) Annex A Requirement;

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2**DND CONTRACTING  
AUTHORITY/AUTORITÉ  
CONTRACTANTE DU MDN**National Defence Headquarters  
101 Colonel By Drive  
Ottawa ON  
K1A 0K2  
Attn: Caroline Porter, DLP 6-2-5  
Caroline.Porter@forces.gc.ca  
(613) 945-2790 (phone/téléphone)  
(613) 990-5005 (fax)**CONTRACT – CONTRAT**Canada accepts your bid to provide to  
Canada the goods, services or both described in  
the Contract in accordance with the conditions  
and at the prices set out in the Contract.Le Canada accepte votre soumission portant sur  
la fourniture au Canada des biens, des services  
ou des deux décrits dans le contrat  
conformément aux conditions et aux prix prévus  
au contrat.**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**Vendor Code:  
Company Name : Academi Training Center,  
LLC  
Address : PO Box 1029  
Moyock NC 27958

Contact Information: See section 5.4

Title/Titre:		Contract No. - N° du contrat	
Training Support		W6399-16-HE40	
Date of Contract - Date du contrat			
7 March 2016			
Reference No. (optional) - N° de référence (facultatif)		Quotation No. - N° de Quotation	
29125		316-000137 & 316-000147	
Financial Code(s) - Code(s) financier(s)			
Fund L101, GL 4317, IO 3305481			
Destination			
SEE ANNEX A on page 2.			
Invoices - Original must be completed and sent to: Factures - La facture originale doit être remplie et envoyée à :			
SEE ANNEX A on page 2.			
Address inquiries to: - Adresser toute demande de renseignements à :			
National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Caroline Porter, DLP 6-2-5			
Telephone No. - N° de téléphone		FAX No - N° de fax	
(613) 945-2790		(613) 990-5005	
Total cost (including all applicable duty, GST/HST, shipping and excise taxes) Coût total (droits, TPS/TVH, frais de livraison et taxes d'accise comprises)			Currency
			USD
For the Minister - Pour le Ministre			
 Col LE Prépost, CANSOFCOM Dir FD			

7 Mar 2016

ANNEX A  
REQUIREMENT**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Department of National Defence with training support (ammunition, pyrotechnics and night instructure), at the vendor's training facility.

**2. DELIVERABLES**

Item	Description	Destination	Quantity	Unit of Issue	Unit Price	Total
1	<p>Training Support.</p> <p>Ammunition, pyrotechnics and night instructure, to be provided from 15-20 March 2016.</p> <p>Lot price is the maximum value approved for the training support for this session, refer to quotation 316-000147.</p>	Contractor's Facility	1	LOT		
2	<p>Training Support.</p> <p>Ammunition, pyrotechnics and night instructure, to be provided from 23-29 March 2016.</p> <p>Lot price is the maximum value approved for the training support for this session, refer to quotation 316-000137.</p>	Contractor's Facility	1	LOT		
Subtotal						0
GST/HST						
Total (GST/HST Included)						

## CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under Annex A on page 2.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada. For the purposes of this Contract, the term 'The Minister' shall be taken to mean The Minister of National Defence.

#### 3.1 General Conditions

2030 (2014-06-26) General Conditions – Higher Complexity (Goods) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received to support the training sessions occurring on 15-20 March 2016 and 23-29 March 2016.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Porter  
Title: Contracting Officer  
Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Attention: DLP 6-2-5  
Telephone: 613-945-2790  
Facsimile: 613-990-5005  
E-mail: [Caroline.Porter@forces.gc.ca](mailto:Caroline.Porter@forces.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Technical Authority

The Technical Authority for the Contract is:

Refer to the Contracting Authority.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: Caroline Porter  
Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Attention: DLP 6-2-5  
Telephone: 613-945-2790  
Facsimile: 613-990-5005  
E-mail: [Caroline.Porter@forces.gc.ca](mailto:Caroline.Porter@forces.gc.ca)

The Procurement Authority is the representative of the Department of National Defence for whom the work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.4 Contractor's Representative

Name: Donald Doughman  
Address: PO Box 1029, Moyock NC 27958  
Telephone: 252-435-0082  
E-mail: [DDoughman@academitraining.com](mailto:DDoughman@academitraining.com)

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a sum not to exceed Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price applies to and forms part of this Contract.

### 6.3 Single Payments

H1000C – Single Payments 2008-05-12 applies to and forms part of this contract

## 7. Invoicing Instructions

Invoices cannot be submitted until all work identified in the invoice is completed.

### 7.1 Invoice Submission

Each invoice must be supported by:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

See Annex A on page 2.

- b. One (1) copy must be forwarded to the Procurement Authority identified under the section 5.3 of the Contract.

**8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**9. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

**10. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**11. Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) DND Contract;

(b) 2030 (2014-06-26) General Conditions – Higher Complexity (Goods);

**12. SACC Manual Clauses**



Purchasing Office - Bureau des achats:  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> PORTABLE MECHANICAL TARGET TRAILER	
<b>Contract No. - N° du contrat</b> W6399-140121/001/HP	<b>Date</b> 2014-11-14
<b>Client Reference No. - N° de référence du client</b> W6399-140121	
<b>Requisition No. - N° de la demande</b> W6399-140121	
<b>File No. - N° de dossier</b> hp912.W6399-140121	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Financial Code(s)</b> <b>Code(s) financier(s)</b> 6399FD-6399FD-L501-9465	<b>GST/HST</b> <b>TPS/TVH</b> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>GST/HST</b>	
<b>F.O.B. - F.A.B.</b> <b>Destination</b>	
<b>GST/HST - TPS/TVH</b> See Herein - Voir ci-inclus	<b>Duty - Droits</b> See Herein - Voir ci-inclus
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Invoices - Original and two copies to be sent to:</b> <b>Factures - Envoyer l'original et deux copies à:</b> DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: STEPHANIE WAY, DLP 6-2-1-1 OTTAWA Ontario K1A0K2 Canada	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pearson, Neil	<b>Buyer Id - Id de l'acheteur</b> hp912
<b>Telephone No. - N° de téléphone</b> (819) 956-3976 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Total Estimated Cost - Coût total estimatif</b> \$635,162.41	<b>Currency Type - Devise</b> CAD
<b>For the Minister - Pour le Ministre</b> 	

**CONTRACT - CONTRAT**

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

PG0001  
ACADEMI Training Center, LLC  
PO Box 1029  
Moyock  
North Carolina  
27958-1029  
United States



Contract No. - N° du contrat  
W6399-140121/001/HP  
Client Ref. No. - N° de réf. du client  
W6399-140121

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hp912W6399-140121

Buyer ID - Id de l'acheteur  
hp912  
CCC No./N° CCC - FMS No/N° VME

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Contract No. - N° du contrat  
W6399-140121/001/HP

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W6399-140121

File No. - N° du dossier  
hp912W6399-140121

CCC No./N° CCC - FMS No/ N° VME

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## Attachments

Annex "A" - Pricing

Annex "B" - Statement of Work - Portable Mechanical Target Trailers

Annex "C" - Performance and Technical Specification - Portable Mechanical Target Trailers

Annex "D" - Claim for Exchange Rate Adjustment

Contract No. - N° du contrat  
W6399-140121/001/HP

Amnd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W6399-140121

File No. - N° du dossier  
hp912W6399-140121

CCC No./N° CCC - FMS No/ N° VME

## 1. Requirement

- 1.1 The Contractor must deliver quantity one (1) Portable Mechanical Target Trailer System to support simultaneous training of up to ten (10) individuals and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Statement of Work - Portable Mechanical Target Trailers and Annex "C" - Performance and Technical Specifications - Portable Mechanical Target Trailers.
- 1.2 The Contractor grants to Canada irrevocable options identified in Annex "A"- Pricing.
  - 1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.
  - 1.2.3 The options may be exercised within Twelve (12) months after contract award.

## 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Contract No. - N° du contrat  
W6399-140121/001/HP

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W6399-140121

File No. - N° du dossier  
hp912W6399-140121

CCC No./N° CCC - FMS No/ N° VME

## **2.1 General Conditions**

2010A (2014-03-01) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within **two (2)** working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (**within 100 kilometres**) of the specified delivery destinations (consignees), the Department of National Defence reserves the right to make such repairs and be reimbursed by the Contractor at the rate of **\$103.91** per hour for labour and the cost for replaced parts."

All other provisions of the warranty section remain in effect.

## **3. Term of Contract**

### **3.1 Delivery of Portable Mechanical Target Trailer system**

#### **3.1.1 Firm Quantity**

Delivery date of the Portable Mechanical Target Trailers must be made as follows:

Item 001 – Quantity one system (1) Portable Mechanical Target Trailer system and related items must be delivered on or before 06 April 2015

#### **3.1.2 Option Quantity**

Contract No. - N° du contrat  
W6399-140121/001/HP

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W6399-140121

File No. - N° du dossier  
hp912W6399-140121

CCC No./N° CCC - FMS No/ N° VME

Item 002 - Quantity up to five (5) individual 2 shooter Portable Mechanical Target Trailers and related items to be delivered within 150 calendar days after an option is exercised.

#### 4. Authorities

##### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Neil Pearson  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
K1A 0S5  
Telephone: 819 956-3976  
Facsimile: 819 953-2953  
E-mail: neil.pearson@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 4.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: Stephanie Way  
Title: Procurement Officer  
Organization: Director Land (Forces) Procurement (DLP) 6-2-1-1  
Department of National Defence  
Ottawa, Canada K1A 0K2  
Telephone: (613)945-2788  
Facsimile: (613) 990-5005  
E-mail: Stephanie.Way@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to

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the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 4.3 Technical Authority:

The Technical Authority for the Contract is:

Name: MWO Daniel Marcil  
Title: EMT Vehicle TA, LCMM  
Organization: Department of National Defence  
Ottawa, Canada K1A 0K2  
Telephone: (613) 998-4603  
Facsimile: (613) 990-5005  
E-mail: Daniel.Marcil@forces.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 4.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: Tony Burns  
Title: Contracts Manager  
Telephone: 252-435-1847  
Facsimile: 252-435-6388  
E-mail:

##### Delivery follow-up

Name:  
Title:  
Telephone:  
Facsimile:  
E-mail:

#### 4.5 After Sales Service

4.5.1 The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs and a full range of repair parts for the

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Portable Mechanical Target Trailers offered:

**Item 001**

Name:

Title:

Address: 850 Puddin Ridge Rd.  
Moyock NC 27958

Email:

Telephone Number:

Distance between the delivery location and the dealer and/or agent: 1142 km

**5. Payment****5.1 Basis of Payment - Firm Unit Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1: Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**5.2 SACC Manual Clauses**

H1000C Single Payment

2008-05-12

**5.3 Exchange Rate Fluctuation Adjustment**

5.3.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

5.3.2 For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such

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items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

- 5.3.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

- 5.3.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
- 5.3.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
- 5.3.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
- 5.3.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e.  $[i_1 - i_0] / i_0$ ).
- 5.3.8 Canada reserves the right to audit any revision to costs and prices under this clause.

## 6. Invoicing Instructions

- 6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Suppliers are requested to provide invoices in



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electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

6.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters  
Mgen George R. Pearkes Bldg  
101 Colonel By Drive  
Ottawa, Canada  
K1A 0K2

Attention: DLP 6-2-1-1

- (b) One (1) copy must be forwarded to the PWGSC Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.3 Holdback

A ten percent (10%) holdback will apply on the total price of each Portable Mechanical Target Trailers Items 001 and 002 on any due payment of the said Portable Mechanical Target Trailers. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said Portable Mechanical Target Trailers and all related items as identified in Annex "A" - Pricing.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) The original and one (1) copy of the invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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## 7. Certifications

### 7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) 2010A (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Statement of Work - Portable Mechanical Target Trailers
- (e) Annex "C" - Performance and Technical Specification - Portable Mechanical Target Trailers
- (f) The Contractor's bid as last amended dated 05 November 2014

## 10. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2013-01-28
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5605C	Release Documents - US based Contractors	2010-01-11
D9002C	Incomplete Assemblies	2007-11-30

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G1005C	Insurance	2008-05-12
C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11

## 11. Inspection and Acceptance

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 12. Preparation for Delivery

The Portable Mechanical Target Trailers must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to inspection authority or consignee personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the Portable Mechanical Target Trailers to inspection authority or consignee.

All Portable Mechanical Target Trailers delivered to the consignee are to be delivered between the hours of 8:00 am and 4:00 pm Monday through Friday, except Federal holidays. Any attempt by the carrier to deliver Portable Target Trailers before or after these hours may be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

## 13. Shipping Instructions - Delivery at Destination

- 13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A" - Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
- 13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A" - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

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#### 14. Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP 6-2-1-1
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:  
DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
*E-mail: ContractAdmin.DQA@forces.gc.ca.*

#### 15. Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the Contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant Moyock North Carolina. Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Canada. The crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

#### 16. Progress Reports

The contractor must prepare and submit monthly progress reports in two (2) copies, one to the Procurement Authority and one copy of the report must also be forwarded to the Contracting Authority.

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Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

## **17. Tools and Loose Equipment**

For shipment verification, all items and tools, which are shipped loose with the Portable Mechanical Target Trailers must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

## **18. Spare Parts Availability**

The contractor must ensure that spare parts required to properly maintain and repair the complete Portable Mechanical Target Trailers covered by this specification will be available for purchase by the Department of National Defence, or its authorized agents, for a period of 10 years.

## **19. Material**

Material supplied must be new unused and of current production by manufacturer. (2014 model-year or newer).

## **20. Design Changes**

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-007 must apply.

## **21. Interchangeability**

Unless changes during the production run are authorized by Procurement Authority, all Portable Mechanical Target Trailers supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

## **22. Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

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### 23. Service at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all Portable Mechanical Target Trailers delivered, Annex "A" Item 001 only. Cost to provide this service must be included in the price of each vehicle.

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**ANNEX "A" – PRICING****Item 001 Portable Mechanical Target Trailer System (Firm Quantity)**

The Contractor must deliver the Portable Mechanical Target Trailer System to support simultaneous training of up to ten (10) individuals including the manuals, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex "B" - Statement of Work – Portable Mechanical Target Trailers and Annex "C" - Performance and Technical Specifications - Portable Mechanical Target Trailers.

The Portable Mechanical Target Trailers and related items must be delivered to:

Department of National Defence

Delivery contact:

Date of delivery: 06 April 2015

Firm unit price of **\$562,090.63** per Portable Mechanical Target Trailer system to support simultaneous training of up to ten (10) individuals, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: one system (1) A system is five (5) Individual Trailers

**Item 002 Portable Mechanical Target Trailer (Optional Quantity)**

If this option is exercised, the Contractor must deliver the Portable Mechanical Target Trailer to support simultaneous training of two (2) individuals and related items in accordance with the attached Annex "B" - Statement of Work – Portable Mechanical Target Trailers and Annex "C" - Performance and Technical Specifications - Portable Mechanical Target Trailers.

Firm unit price of **\$112,440.61** per Portable Mechanical Target Trailer to support simultaneous training of up to two (2) individuals in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Up to five individual trailers (5)

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**Item 003 Familiarization instructions/training including T&L (Option)**

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex "B" - Statement of Work - Portable Mechanical Target Trailers and Annex "C" - Performance and Technical Specifications - Portable Mechanical Target Trailers.

Firm unit price of \$10,117.22 in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: up to five (5)



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**STATEMENT OF WORK  
FOR  
PORTABLE MECHANICAL TARGET TRAILERS**

**1.0 SCOPE**

**1.1 Purpose**

The purpose of this statement of work is to define the scope and requirements that apply to the delivery of Portable Mechanical Target Trailers to the Department of National Defence (DND).

**1.2 Background**

DND has a requirement for portable target trailers to support small arms weapons training up to 7.62 mm caliber. The trailers are to include both fixed and moving targets and have an electronic/pneumatic control and operating system. The equipment will be referred to as the Portable Mechanical Target Trailers.

**2.0 DELIVERABLES**

The Contractor must provide the following:

- (a) Portable Mechanical Target Trailers to support simultaneous training of ten (10) individuals in accordance with the Performance and Technical Specifications at Annex C;
- (b) Operator/Maintenance Manuals in accordance with Section 2.1;
- (c) Training in accordance with Section 2.2; and
- (d) A Manufacturer's Recommended Spare Parts List to support the Portable Mechanical Target Trailers for a period of three (3) years of use, including the following for each item:
  - i. Manufacturer's part number;
  - ii. NATO stock number (where available);
  - iii. Proposed quantity; and
  - iv. Unit price.

**2.1 Operator/Maintenance Manuals**

The Contractor shall provide operator/maintenance manuals, in English, to DND as follows:

- (a) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Operator Manual for the Portable Mechanical Target Trailers as follows:
  - i. Illustrated operating procedures;
  - ii. Daily and routine maintenance; and
  - iii. Safety and storage;
- (b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Maintenance Manual to include all first and second line repairs of the system, including illustrated parts lists in a top-down breakdown format with the following information for each part:
  - i. Parts descriptions;
  - ii. Manufacturer's part numbers;
  - iii. Source of supply; and
  - iv. NATO Stock Number (NSN) if available.

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Note: The operator and maintenance manuals can be delivered as separate manuals or as one combined manual.

## 2.2 Training

The Contractor must provide the following:

- (a) A one (1) day, eight (8) hour maximum Operator and Maintenance course at the delivery location as follows:
  - i. Accommodate a class size of up to six (6) DND personnel; and
  - ii. Include the following topics:
    - a. Set-up;
    - b. Programming;
    - c. General Operation;
    - d. Safety precautions;
    - e. Inspections;
    - f. Testing; and
    - g. Operator maintenance;
- (b) Training instruction and training/course material to be provided in English.

## 3.0 REQUIREMENTS

### 3.1 Quality Assurance Program

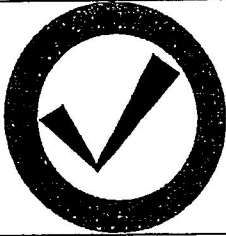
The Contractor shall:

- (c) Establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or equivalent quality system model during performance of this contract; and
- (a) Conduct Quality Conformance Inspections and Tests during manufacture in accordance with the Contractor's standard acceptance test plan. Details of the test plan, and documentation of all inspections/tests, are to be provided to DND upon request.

#### 3.1.1 Warranty

The Contractor shall provide warranty on the Portable Mechanical Target Trailers against material defects and workmanship, including parts and labor, at no additional cost to DND in accordance with the Contractor's standard warranty provisions (minimum one (1) year).

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#### NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

## PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR PORTABLE MECHANICAL TARGET TRAILERS

### 1.0 SCOPE

#### 1.1 Purpose

This specification outlines the Performance and Technical requirements for Portable Mechanical Target Trailers.

### 2.0 GENERAL

#### 2.1 Applicable Documents

The following documents form part of this specification to the extent specified herein and are supportive of this specification when referenced, all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced herein and the contents of this specification, then the contents of this specification must take precedence:

- Canadian Motor Vehicle Safety Standards (CMVSS) - Safety Act and Regulations (International Standards Council of Canada, Standardization Branch, 350 Sparks St, Suite 1200, Ottawa, Ontario K1P 6N7)
- CSA W47.1 M 1987 Certification of Companies for Fusion Welding of Steel ([www.csa.ca](http://www.csa.ca))
- AWS D1.1 Structural Welding Code - Steel ([www.aws.org](http://www.aws.org))
- ISO 9606-1 Approval Testing of Welders - Fusion Welding - Part 1: Steel ([www.iso.org](http://www.iso.org))
- Industry Canada Radio Standards Specification 210 - License-exempt Radio Apparatus (All Frequency Bands): Category I Equipment ([www.ic.gc.ca/spectrum](http://www.ic.gc.ca/spectrum))
- Industry Canada Radio Standards Specification 310 - License-exempt Radio Apparatus (All Frequency Bands): Category II Equipment ([www.ic.gc.ca/spectrum](http://www.ic.gc.ca/spectrum))

#### 2.2 Acronyms

CMVSS Canadian Motor Vehicle Safety Standards  
NATO North Atlantic Treaties Organization

### 3.0 EXPERTISE AND PROVEN DESIGN

The Portable Mechanical Target Trailer must:

- (a) Be manufactured by a vendor that:

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- i. Has been in the business of manufacturing and selling mechanical targeting system for a period of at least the last five (5) years; and
  - ii. Has sold a minimum of five (5) similar mechanical targeting systems to an American, British, Canadian or Australian (ABCA) military force or a North American (Canadian or US) police agency in the last five (5) years;
- (b) Be based upon an existing commercial-off-the-shelf or military-off-the-shelf target system that has been mounted on a trailer or installed in a fixed location.

#### 4.0 REQUIREMENTS

##### 4.1 Operational Performance Requirements

The Portable Mechanical Target Trailers must:

- (a) Support simultaneous training of ten (10) individuals with each trailer providing targets for a minimum of two (2) shooters up to a maximum of four (4) shooters;
- (b) Permit the use of frangible and ball ammunition up to and including NATO 7.62 mm caliber;
- (c) Provide the following for each shooter:
  - i. Quantity six (6) steel "Pie Plate" targets;
  - ii. Quantity two (2) "Turner" targets; and
  - iii. Quantity two (2) fixed targets;
- (d) Include one (1) "Mover" target for every 2-3 shooters;
- (e) Provide programmable automated control for all targets including a hand-held radio-frequency remote;
- (f) Meets the provisions of the Canada Motor Vehicle Safety Act (in accordance with the CMVSS) in effect upon the date of manufacture of the trailer. Each trailer must have a Safety Compliance Certification Label with a National Safety Mark (NSM) as a seal of compliance;
- (g) Permit towing behind a Class 3 Diesel Truck with a minimum towing capacity of 6,000 kg (13,200 lbs) safely and efficiently on paved roads, gravel roads and dirt roads with severe washboard, pot holes and off-road terrain in year round conditions including mud, snow and ice in the temperature range of -37°C to 37°C (-34°F to 98°F);
- (h) Have safety provisions as follows:
  - i. Be safe and easy to use by a 95th percentile male or 5th percentile female under all operating conditions;
  - ii. Be equipped, where required for operator safety, with safety features such as warning and instruction plates, non-slip walking surfaces and heat shields; and
  - iii. Have construction free from sharp edges and protruding objects capable of snagging loose clothing or impeding occupants movement during maintenance/operation;
- (i) Be designed for easy performance of all maintenance and repair tasks with a minimum of special tools including:
  - i. A 95th percentile male or 5th percentile female is able to easily access all engine, mechanical, electrical and pneumatic components for preventive maintenance, removal and repair tasks; and

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- ii. Have access panels that are not permanently attached (i.e. no riveted plates);
- (j) Permit operation within the following environmental conditions:
  - i. Temperature: -15°C to +40°C;
  - ii. Humidity: Up to 100%; and
  - iii. Climatic Conditions: Rain, sleet, hail, snow, sand and wind.

#### 4.2 Technical Requirements

The technical requirements for the Portable Mechanical Target Trailers are provided in the following sections.

##### 4.2.1 Standards of Construction

The trailer must be constructed in accordance with, and be compliant to, all relevant portions of the Canadian welding standards (or equivalent for manufacturers outside of Canada) for the size and style of trailer being offered. Manufacturers or individual welders involved in the welding of the trailer must hold welding certification to one of the following standards:

- (a) Canada - Current division three certification in accordance with CSA W47.1;
- (b) United States - Current certification in accordance with AWS D1.1; or
- (c) International - Current welder performance qualifications for steel joint welds in accordance with ISO 9606-1.

A letter of validation demonstrating proof of current certification from the appropriate agency must be provided with the bid. All welds must be inspected by a certified Welding Inspector (in accordance with the above standards) and copies of all welding certifications must be provided with each trailer.

##### 4.2.1.1 Construction Materials

All material used in the construction of the trailer must be in accordance with the following:

- (a) All components, equipment and material must be new material of high quality;
- (b) All materials must be corrosion resistant and suitable for use in wet environments;
- (c) All materials exposed to sunlight must resist degradation from ultraviolet radiation; and
- (d) Any dissimilar metals employed in close proximity must be insulated from each other to prevent galvanic interaction.

##### 4.2.1.2 Construction Fasteners

All fasteners used in the construction of the trailer must be in accordance with the following:

- (a) Fasteners include nuts and bolts, and aluminum or stainless steel washers or backing plates when directly threaded into aluminum alloys;
- (b) All fasteners must be stainless steel as follows:
  - i. ASTM-A 276 type 316 throughout for fasteners 1/4" diameter or greater; and
  - ii. ASTM-A 276 type 304 (18-8) for fasteners smaller than 1/4" diameter;
- (c) Cadmium plated parts and fasteners, including washers, must not be used;

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- (d) Self-locking fasteners or another means to secure equipment must be employed, as applicable, to prevent loosening under vibration; and
- (e) All fasteners must be accessible for inspection and replacement, either directly or with the removal of interference equipment where necessary.

#### 4.2.2 Portable Mechanical Target Trailers

The Portable Mechanical Targeting System Trailers includes the following components:

- (a) Trailer - The Trailer must:
  - i. Have all components and operating equipment protected with AR 500 steel plating to prevent damage from stray rounds or post-impact fragmentation;
  - ii. Have a frame as follows:
    - a. Box-style steel frame and cross-members;
    - b. Include a pintle hitch coupler on a leveler channel with an adjustable height;
    - c. Have two safety chains complete with shackles of suitable size and strength to support the trailer;
    - d. Provide a high lift tongue jack with a minimum lift capacity of 1360 kg (3000 lbs), a foot pad and mounted on a swivel;
    - e. Include an illuminate license plate holder; and
    - f. Include fenders and mud guards as per the CMVSS;
  - iii. Have axles as follows:
    - a. Single or tandem axles;
    - b. Have a nominal 235 cm (92.5 in) track;
    - c. Have stainless steel bearing buddies; and
    - d. Utilize a two piece oil seal;
  - iv. Have brakes as follows:
    - a. Hydraulically or electrically operated;
    - b. Use nominal 30 cm (12 in) stainless steel rotors;
    - c. Use a nominal 8.3 MPa (1200 psi) tongue mounted electric brake actuator (Hydrostar or equivalent);
    - d. Have nominal 5 mm (3/16 in) stainless steel brake lines; and
    - e. Incorporate a break-away switch;
  - v. Have a suspension as follows:
    - a. Be an under slung leaf type suspension; and
    - b. Consist of no less than 4 leaves per spring;
  - vi. Have wheels as follows:
    - a. Six (6) or eight (8) bolt heavy duty type;
    - b. Have a 37-40 cm (15-16 in) diameter;
    - c. Be 15 cm (6 in) width; and
    - d. Have a zero offset;
  - vii. Have lighting as follows:
    - a. Compliant with the CMVSS
    - b. Must not use solderless connectors;
    - c. Use 12 Volt LED bulbs; and
    - d. Have a 7 pole RV style connector.
  - viii. Include the following:
    - a. Storage rack for targets when not in use;
    - b. If required for routine maintenance or set-up, a maintenance tool kit
    - c. Tool storage box as follows:

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1. Minimum size as follows:
    - a. Width: 30 cm (12 in);
    - b. Length: 60 cm (24 in); and
    - c. Depth: 30 cm (12 in);
  2. Doors swing open in the upward direction;
  3. Include a hydraulic lift assist shock(s) that hold the door open in the up position;
  4. Have interior walls and door sprayed with an impact and noise protective coating;
  5. Have a floor covered with DRI decking; and
  6. Have drain holes with evacuation valves.
  - d. Have a spare wheel and hub assembly mounted on the trailer with protective steel plating made of AR 500 to prevent damage from stray rounds and post-impact fragmentation;
- (b) Targeting System - The Targeting System must include the following components:
- i. Pie Plate targets as follows:
    - a. Nominal diameter of 20 cm (8 in) each;
    - b. In the up position have a nominal height above the ground that approximates the waist to chest height of an individual (e.g., 1-1.5 m (3-5 ft));
    - c. Constructed of AR500 steel;
    - d. Utilizes a pneumatic actuator to raise the target into the up position;
    - e. Includes a random hit sensor (Targetbotics Unpredictor™ automated steel target system, or equivalent) that provides the following:
      1. Simulates real gunfights with multiple threats;
      2. Random shot counter for neutralization;
      3. Unpredictable behaviour (no pre-set random shot count);
      4. Tracks threat neutralization for scoring and analysis; and
      5. Programmable threat behaviors (e.g., solo, tactical random, gang, mob, riot, etc.);
  - ii. Turner Targets as follows:
    - a. Programmable turners that permit mounting regular paper targets as follows:
      1. Target backer width of 60 cm (24 in); and
      2. Mounted on two (2) - 5 cm x 5 cm (2in x 2in) wooden supports;
    - b. Located behind the Pie Plate Targets;
    - c. Have a nominal height above the ground that approximates the chest to head height of an individual (e.g., 1.5-2 m (5-6.5 ft)) dependant on the length of the wooden supports; and
    - d. Utilizes an electric or pneumatic actuator to turn the target into the front (visible to shooter) position and sideways (not visible to shooter) position;
  - iii. Fixed Targets as follows:
    - a. Mounts to permit attachment of regular paper targets as follows:
      1. Target backer width of 60 cm (24 in); and
      2. Mounted on two (2) - 5 cm x 5 cm (2in x 2in) wooden supports;
    - b. Situated such that they do not interfere with the other targets; and
    - c. Have a nominal height above the ground that approximates the chest to head height of an individual (e.g., 1.5-2 m (5-6.5 ft)) dependant on the length of the wooden supports;
  - iv. Mover Targets as follows:
    - a. Programmable movers that permit mounting regular paper targets as follows:
      1. Target backer width of 60 cm (24 in); and

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2. Mounted on two (2) - 5 cm x 5 cm (2in x 2in) wooden supports;
  - b. Located behind the Pie Plate and Turner Targets;
  - c. Have a nominal height above the ground that approximates the chest to head height of an individual (e.g., 1.5-2 m (5-6.5 ft)) dependant on the length of the wooden supports; and
  - d. Utilizes an electric motor and pulley system to move the target from side to side, thereby into the line of fire of the various shooters that it serves;
- (c) Control System - The Control System must:
- i. Include a Remote Control Box with each trailer as follows:
    - a. Capable of controlling all targets for that trailer;
    - b. Capable of controlling all targets for all trailers;
    - c. Be a low-power license-exempt RF device in accordance with Industry Canada Radio Standards Specification 210 and/or 310;
    - d. Have a range of no less than one (1) km (1100 yds) line of sight to the receiver on the trailer;
    - e. Utilize commercial off-the-shelf (COTS) components as much as possible;
    - f. Programmable (either directly or via an attached Laptop computer) to permit scenario development including:
      1. Pie Plate reset (to up position);
      2. Turner Target rotation; and
      3. Mover Target direction and speed;
    - g. Powered as follows:
      1. Connection to mains 120-240 VAC; and
      2. Internal rechargeable battery with a life on a single charge of no less than six (6) hours at a nominal ambient temperature of 20°C;
  - ii. Include a hand-held radio-frequency (RF) remote control as follows:
    - a. Be a low-power license-exempt RF device in accordance with Industry Canada Radio Standards Specification 210 and/or 310;
    - b. Have a range of no less than one (1) km (1100 yds) line of sight to the receiver on the Remote Control Box;
    - c. Communicates with the Remote Control Box to control the following:
      1. Pie Plate reset (to up position);
      2. Turner Target rotation; and
      3. Mover Target direction and speed;
    - d. Have a size and weight as follows:
      1. Fit inside a standard front pants pocket; and
      2. Weigh no more than 0.5 kg (1.1 lb);
    - e. Battery operated with a life on a single set of batteries of no less than six (6) hours at a nominal ambient temperature of 20°C;
- (d) Miscellaneous - The Portable Mechanical Targeting System Trailers must have power and compressed air as follows:
- i. Include a gasoline engine driven generator as follows:
    - a. Pull or electric start;
    - b. Include a dedicated fuel tank with a capacity to provide no less than six (6) hours of continuous operation;
    - c. 120/240 VAC;
    - d. Output of no less than 2 kW; and
    - e. Mounted in a manner to prevent damage from stray rounds, post-impact fragmentation and road debris;



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- ii. Include an electric air compressor as follows:
  - a. 120 VAC;
  - b. Minimum 120 psi;
  - c. Minimum 1 HP;
  - d. Minimum 13 liter (3 Imperial Gallon) reservoir; and
  - e. Mounted in a manner to prevent damage from stray rounds, post-impact fragmentation and road debris;
- iii. Permit connection to external power as follows:
  - a. Include a 120/240 VAC Recreational Vehicle style Hubbell 30 Amp female twist lock weather protected power source connection mounted on the trailer;
  - b. Include a 15 m (50 ft) SOOW cable that is 10 gauge, 5 wire with 120/240 VAC Hubbell twist-lock 30 Amp twist lock male and female ends;
  - c. Include a 1 m (3 ft) SOOW extension cable that is 10 gauge, 3 wire with a female Hubbell twist-lock 120/240 VAC, 30 Amp connector on one end and a standard 120 VAC 15 amp male connector on the other end. (Note: Only L1, neutral and ground will be utilized on the female twist lock connector); and
  - d. Include a manual interlock switch to select power from the external connection OR the fitted generator;
- iv. Permit connection to external compressed air as follows:
  - a. Include a female quick-connect on the compressed air system; and
  - b. Include a 15 m (50 ft) rubber hose rated to no less than 150 psi with a female quick-connect on one end and a male quick-connect on the other;
- v. Include a lockable storage box for the cables and hoses as follows:
  - a. Sized to fit all cables and hoses;
  - b. Doors swings open in the upward direction;
  - c. Include a hydraulic lift assist shock(s) that hold the door open in the up position;
  - d. Have a floor covered with DRI decking; and
  - e. Have drain holes with evacuation valves.

s.20(1)(b)

s.20(1)(c)

s.24(1)

ANNEX D



Public Works and Government  
 Services Canada

Travaux publics et Services  
 gouvernementaux Canada

**Claim for Exchange Rate Adjustments**  
**Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC		Contract Number - Numéro du contrat		Item/Invoice Number - Numéro d'article/de facture		
Academi Training Center, LLC		hp912.W6399-140121		W6399-140121/001/HP		001,002,003		
1	2	3	4	5	6	7	8	9
Item Number	Description	Foreign Currency Component (FCC) per Unit Montant en monnaie étrangère par unité (\$CAN)	Foreign Currency Devise étrangères	Quantity Quantité	Initial Exchange Rate Facteur de conversion initial (i <sub>0</sub> )	Exchange Rate for Adjustments Taux de change aux fins du rajustement (i <sub>1</sub> )	% Change Variation en % (i <sub>1</sub> -i <sub>0</sub> )/i <sub>0</sub> > 0.02 (+/-)	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> )/i <sub>0</sub> Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> )/i <sub>0</sub>
001	Portable Mechanical Target Trailer Sys		US				0.000	
002	Optional Trailers		US				0.000	
003	Optional Familiarization training		US				0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
							0.000	
Total Exchange Rate Adjustment Rajustement total du taux de change								

## Instructions

### Where:

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

### Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.

2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

### Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.

2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.

3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

### Étant entendu que :

$i_0$  = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

$i_1$  = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

### Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.

2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

### Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.

2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.

3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c.-à-d.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), à moins d'indication contraire dans le contrat.